

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE
01PAGE OF PAGES
1 2

2. AMENDMENT/MODIFICATION NO.

4

3. EFFECTIVE DATE

4. REQUISITION/PURCHASE REQ. NO.

1-2-A5-D7167(S5)(1F)

1-2-A5-D7167(S6)(1F)

5. PROJECT NO. (If applicable)

6. ISSUED BY

CODE

PS31-H

7. ADMINISTERED BY (If other than Item 6)

CODE

PS31-H

Procurement Office
George C. Marshall Space Flight Center
National Aeronautics and Space Administration
Marshall Space Flight Center, AL 35812

Edgar Sanchez
TEL: 256-544-0175
FAX: 256-544-3223

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)

Coastal International Security Inc.
Attn: Ms. Jeanette I Hurt
1197 Spring Ave Suite B
Surfside Beach, SC 29575

(x)

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.

H-34723D

10B. DATED (SEE ITEM 13)

August 6, 2001

CODE

OTL97

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

802/30111

802/30111

349-10-00-7100-A5-2-003-000-2590

\$500,000.00

949-10-00-7100-A5-2-003-000-2590

\$400,000.00

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(x) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
FAR 43.103(a), "Limitation of Funds" and FAR 52.212-4

D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 3 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Total
Fixed PriceTotal Sum
Allotted

Previous \$ 3,226,435

\$2,295,000

This Action -0-

\$ 900,000

New Total \$ 3,226,435

\$3,195,000

See Page 2 for description of modification.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

Hervie B. Williford

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

BY

(Signature of Contracting Officer)

7540-01-152-8070

30-105

PREVIOUS EDITION UNUSABLE

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

The purposes of Modification No. 4 is to provide incremental funding (Pursuant to the Limitation of Funds clause) and to incorporate Federal Arrest Authority Certification for Selected Key Management and Security Officers in the Performance Work Statement (PWS). Therefore, the contract is modified in the following particulars:

- A. Under Clause 2, make the following modifications:
- Under paragraph (a), increase the total sum allotted from \$2,295,000 by \$900,000 to "\$3,195,000."
 - Under paragraph (a), reduce the remaining balance from \$931,435 by \$900,000 to "\$31,435."
 - Under paragraph ©, change the funded through date from May 11, 2002 to "August 20, 2002."
- B. Under attachment 1, expansion of subparagraph 7.2.13 (SECURITY FORCE OPERATIONS) to include NASA Federal Law Enforcement Training requirements.
- C. In consideration of the modification(s) agreed to herein as complete equitable adjustments for the Contractor's "proposal(s) for adjustment," the Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustments attributable to such facts or circumstances giving rise to the "proposal(s) for adjustment"

Contractor
Concurrence

Jeannette I. Hurt (President, CIS) approved (via e-mail) the use of the proposed IDIQ rate (\$27.18) negotiated in the basic Delivery Order (per Clause No. 6, entitled, "Indefinite Delivery/Indefinite Quantity (IDIQ))" to cover the backfill of uniformed security officers attending the up coming NASA Federal Law Enforcement Training.

- D. The modifications made in A, B, and C above are reflected in total on the changes pages enclosed herein. In order to reflect the changes made, the pages listed below are hereby deleted from, or added to, Delivery Order: H-34723D. A vertical change bar is included in the right margin in the specific area of change.

Page(s) Deleted
5-6
9

Page(s) Added
5-6
9 & 9a

- E. Except as provided herein, there are no other changes to Delivery Order H-34723D.

SUPPLIES OR SERVICES AND PRICES/COSTS

1. FIRM FIXED PRICE

A. The total firm-fixed price of this GSA order for the base period from the effective date through 08/31/02 is: \$3,226,435.

B. If the Government exercises any of its options pursuant to the terms of this GSA order, the total firm-fixed price of this GSA order shall be increased by the applicable amounts shown below:

<u>OPTION</u>	<u>PERIOD COVERED</u>	<u>FIRM FIXED PRICE</u>	<u>Status of Options</u>
Option No. 1	09/01/02 - 08/31/03	<u>\$3,253,583</u>	Not Exercised
Option No. 2	09/01/03 - 08/31/04	<u>\$3,291,828</u>	Not Exercised
Option No. 3	09/01/04 - 08/31/05	<u>\$3,332,156</u>	Not Exercised
Option No. 4	09/01/05 - 08/31/06	<u>\$3,372,879</u>	Not Exercised

2. LIMITATION OF FUNDS

(a) Of the total price of the services identified as FFP, the sum of \$ \$3,195,000 is presently available for payment and allotted to this GSA order. It is anticipated that from time to time additional funds will be allocated to this GSA order in accordance with the following schedule, until the total price of said items is allotted:

SCHEDULE FOR ALLOTTMENT OF FUNDS

<u>Date</u>	<u>Amounts</u>
August 20, 2002	\$31,435

*NOTE: THE IDIQ PORTION OF THE CONTRACT SHALL BE PAID BY INDIVIDUAL DELIVERY ORDERS/H-ORDERS WITH FUND CITATIONS ON EACH ORDER.

(b) The Contractor agrees to perform or have performed work as specified in the PWS up to the point at which if this contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause would, in the exercise of reasonable judgment by the Contractor, approximate the total amount at the time allotted to the contract. The Contractor is not obligated to continue performance of the work beyond that point.

The Government is not obligated in any event to pay or reimburse the Contractor more than the amount from time to time allotted to the contract, anything to the contrary in the termination for Government clause notwithstanding.

(c) 1. It is contemplated that funds presently allotted to this contract will cover the work to be performed until August 20, 2002.

2. If funds allotted are considered by the Contractor to be inadequate to cover the work to be performed until that date, or an agreed date substituted for it, the Contractor shall notify the Contracting Officer in writing when within the next 60 days the work will reach a point at which, if the contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amount payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause will approximate 75 percent of the total amount then allotted to the contract.

3. (i) The notice shall state the estimated date when the point referred to in subparagraph (c)(2) above will be reached and the estimated amount of additional funds required to continue performance to the date specified in subparagraph (c)(1) above, or an agreed date substituted for it.

(ii) The Contractor shall, 60 days in advance of the date specified in subparagraph (c)(1) above, or an agreed date substituted for it, advise the Contracting Officer of the estimated amount of additional funds required for the timely performance of the contract for a further period as may be specified in the contract or otherwise agreed to by the parties.

4. If, after the notification referred to in subdivision (3)(ii) above, additional funds are not allotted by the date specified in subparagraph (1) above, or an agreed date substituted for it, the Contracting Officer shall, upon the Contractor's written request, terminate this contract on that date or on the date set forth in the request, whichever is later, pursuant to the Termination for Convenience of the Government clause.

(d) When additional funds are allotted from time to time for continued performance of the work under this contract, the parties shall agree on the applicable period of contract performance to be covered by these funds. The provisions of subparagraphs (a) and (c) above shall apply to the additional funds and the substituted date pertaining to them, and the contract shall be modified accordingly.

semi-annual recertification. Task assignments requiring the carrying of arms will be identified by MSFC. The contractor shall notify the COTR, in writing (email is sufficient), of every failure to qualify, within one workday of that failure.

- (l) Managing and answering 911 and other emergency calls and rendering assistance to emergency response personnel as appropriate.
- (m) Monitoring and use of the MACS (security cameras, intrusion detection, access control and alarm systems).
- (n) Operating regulations and procedures of the NCIC. Be able to input and retrieve data from the NCIC.
- (o) Use of the telephone and radio voice recording system.
- (p) Use of Force Continuum/Officer Survival.
- (q) Vehicle stops.
- (r) NASA Threat Conditions.
- (s) Security officers shall be qualified in the use and application of Oleoresin Capsicum (OC) aerosol sprays. Such qualification shall be by a recognized Federal, State, Military law enforcement training academy or certified Instructor. Personnel must be certified within 60 days of start of contract. The contractor shall notify the COTR, in writing (email is sufficient), of every failure to qualify, within one workday of that failure.

7.2.13.2 In support of the training identified above, the contractor shall conduct realistic scenario training, practical exercises, on responding to security/duress alarms, workplace violence, vehicle stops, use of force, and weapons retention, etc. This training shall focus on situations that the officer may face while working on MSFC.

7.2.13.3 Provide for professional and skill enhancement training for I&R, Program Security, Physical Security and management personnel.

7.2.13.4 NASA Federal Law Enforcement Training (NFLET)
Certification of Selected Key Management Personnel

The contractor shall nominate and qualify key management personnel, selected from designated positions, for the initial 140-hour NFLET course. Recertification shall

be required biannually and shall be accomplished by successful completion of a 40-hour refresher course.

The NFLET initial and refresher course dates will be coordinated with the contractor and normally conducted at MSFC by the Government or its certified instructors. (NOTE: When necessary to meet operational needs, the contractor may have the option to send selected key management personnel to the NFLET academy located at Kennedy Space Center, Florida to complete the training.)

The contractor shall ensure that new hires to key management positions are nominated and successfully complete the NFLET certification training within 12 months of their hire date. The COTR may grant a 6-month extension upon request by the contractor due to extenuating circumstances. The contractor shall notify the COTR, in writing (email is sufficient), of every failure to qualify, within one workday of that failure. Failure to graduate the NFLET course will disqualify key management personnel from carrying a firearm and will disqualify uniformed key management personnel from further duty as a security supervisor.

7.2.13.5 NASA Federal Law Enforcement Training (NFLET) Certification of Security Officers (Optional - To become operational at the Government direction)

The contractor shall qualify all armed uniformed security officers for the initial 140-hour federally certified NFLET course. Recertification shall be required biannually and shall be accomplished by successful completion of a 40-hour refresher course. The NFLET initial and refresher course dates will be coordinated with the contractor and normally conducted on-site by the Government or its certified instructors. (NOTE: When necessary to meet operational needs, the contractor may have the option to send security officers to the NFLET academy at Kennedy Space Center, Florida to complete the training.)

The contractor shall ensure that new hires, to include part-time officers, to uniformed security positions successfully complete the training within 12 months of their hire date. The COTR may grant a 6-month extension upon request by the contractor due to extenuating circumstances. The contractor shall notify the COTR, in writing (email is sufficient), of every failure to qualify, within one workday of that failure. Failure to graduate the NFLET course will disqualify an armed security officer from further duty as a security officer.

7.2.14 Operate a central security communications system (24-hours a day, 7 days a week), including managing and answering the MSFC 911 system and notification of proper MSFC personnel. The PSCC shall respond to system alarms within 2 minutes and 911 calls by the 4th ring. Follow-on actions shall be in accordance